

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
TTY Users-Dial 711  
<http://gsd.mt.gov/>

**T.C. #: SPB10-1788J**  
**Title: SOFTWARE RESELLER**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	June 1, 2010	CONTRACT STATUS	NEW (XXX)
	TO	May 31, 2011		RENEW ( )
VENDOR ADDRESS	SHI International Corp. 33 Knightsbridge Road Piscataway NJ 08854		ORDER ADDRESS	
ATTN:	Dan Sutton		ATTN:	
PHONE:	(800) 477-6479 x8223		PHONE:	
FAX:	(732) 564-8224		FAX:	
E-MAIL:	Daniel_Sutton@shi.com		E-MAIL:	

PRICES: Per Contract

DELIVERY: Per Contract

F.O.B.: Per Contract

TERMS: Per Contract

REMARKS:

IFB/RFP No.:

SPB10-1788J

BONNY BELLING, CONTRACTS OFFICER

DATE:

**AUTHORIZED SIGNATURE**

# **SOFTWARE RESELLER**

## **SPB10-1788J**

### **1. PARTIES**

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, Information Technology Services Division, (hereinafter referred to as "the State" or "ITSD"), whose address and phone number are 125 North Roberts Street, Room 229, PO Box 200113, Helena, MT 59620-0113, and (406) 444-2586, and SHI International Corp., (hereinafter referred to as the "Contractor"), whose address and phone number are 33 Knightsbridge Road, Piscataway, NJ 08854 and (800) 477-6479.

### **THE PARTIES AGREE AS FOLLOWS:**

### **2. EFFECTIVE DATE, DURATION, AND RENEWAL**

**2.1 Contract Term.** This contract shall take effect on June 1, 2010, (or upon contract execution) and terminate on May 31, 2011, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

**2.2 Contract Renewal.** This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of ten years, at the option of the State.

### **3. COOPERATIVE PURCHASING**

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units for the products listed in Section 7 of this contract and additional products that may be added to the contract by mutual agreement through a fully executed amendment. However, the State makes no guarantee of any public procurement unit participation in this contract.

### **4. NON-EXCLUSIVE CONTRACT**

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State does not guarantee any usage.

### **5. COST/PRICE ADJUSTMENTS**

**Cost Increase by Mutual Agreement.** After the initial term of this contract, each renewal term may be subject to a discount modification by mutual agreement.

### **6. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide to the State software reseller services that will include the purchase, distribution, license management, and reporting of software products for the State and Department of Administration as well as other state agencies.

## **6.1 Authorized Reseller.**

### **6.1.1 Reseller Services.** The Contractor must be able to provide proof of reseller status upon request.

It is required that the Contractor be able to provide the entire software product line available for each of the software publishers listed within this contract.

**6.1.2 Future Purchases.** Through amendments to the contract, the State reserves the right to add additional software products and titles as required to meet business needs, and to negotiate discounts. However, no new software publishers will be added to the contract.

## **6.2 Procurement Process.**

**6.2.1 ITSD Purchases.** ITSD purchases the software products listed in Section 7 for their Division and the Department of Administration. ITSD reserves the right to issue purchase orders and/or use procurement cards for software purchases made under this contract.

**6.2.2 State Agency Purchases.** Each individual state agency will be allowed to purchase the software products listed in Section 7 for their own use via this contract.

**6.2.3 Decentralized Procurement.** To accommodate Section 6.2.2, the Contractor must allow a decentralized procurement option where each state agency can purchase and pay for software directly, either by purchase order or procurement card.

## **6.3 Pre-Sales Support.**

**6.3.1** The Contractor will be responsible for assisting the State and participating state agencies in obtaining the most advantageous software licensing agreements based on business needs. Assistance will include but not be limited to, reviewing existing licensing agreements, negotiating new and/or revised agreements with software publishers, providing evaluation copies, product comparisons, application licensing recommendations (i.e., volume license agreements), and educating ITSD and participating state agencies on the licensing options available from the various software publishers.

## **6.4 Post-Sales Support.**

**6.4.1** The Contractor must provide instructions to the State on how to obtain license keys and download software for each of the titles at the time of purchase. The Contractor will provide assistance in obtaining license keys and downloading software if required by the State.

**6.4.2** The Contractor must provide a License Certificate or Proof of Entitlement for each software purchase within three days of product delivery. The License Certificate must be in PDF format and will be e-mailed to the designated ITSD or agency software compliance specialist.

**6.4.3** The Contractor must maintain a library of all the License Certificates provided to the State throughout the life of the contract. The Contractor may choose the format, paper or electronic, that will be used to maintain the library. The Contractor must provide a copy of the License Certificate within three days of a request from the State.

**6.4.4** The Contractor must provide, in a format compatible with the State's Software Asset Management (SAM) tool, procurement and license records that will be used to record, track, and document purchases for license compliance and reconciliation.

**6.4.5** The Contractor will be responsible for ensuring the State receives timely notification of all pending software contract expirations.

## **6.5 Customer Support.**

**6.5.1 Toll-Free Telephone Number.** The Contractor will be responsible for providing a toll-free telephone number to be used for ordering, product inquiries, order tracking and other questions related to the contract.

**6.5.2 Dedicated Website.** The Contractor provides a web-based ordering portal for use by authorized contract users. Contract users may use this portal for ordering and tracking delivery schedule information. Secure access to all purchase and license confirmation information must be provided to authorized contract users via this website. Users shall obtain their password for access to the ordering portal directly from the Contractor. The Contractor's dedicated website address is [www.ships.shi.com](http://www.ships.shi.com).

**6.5.3 Guaranteed Response Time for ALL Inquiries.** The State requires an 8-hour response time for all inquiries made to the Contractor relating to the products and services specified in this contract.

**6.5.4 Account Manager and Account Team.** The Contractor will name a dedicated Account Manager and Account Team.

**6.5.5 Customer Education and Training.** The Contractor will be responsible for customer education and training in the use of this contract as well as providing information and education on the products covered under the contract.

## **6.6 Warranty.**

**6.6.1 Warranty Pass Through.** The Contractor must pass through from the publisher all product warranties, performance guarantees or other warranties set forth in the publisher's software license agreement.

**6.6.2 Defective Software/Media.** The Contractor is required to accept returns of defective software media within 30 days from the date of invoice in the event that any software media is found to be defective. The Contractor shall replace the software media at no charge to the ordering entity. Any and all shipping costs are the responsibility of the Contractor.

## **6.7 Supply and Distribution.**

**6.7.1 Media.** Each order will specify the following options for supply and distribution:

- License only
- Media only
- Documentation only
- Any combination of the above

**6.7.2 Delivery.** All software, media, and documentation covered by the contract must be delivered within 15 business days of the date the order is placed by the State with the Contractor. Out of print documentation must be delivered within 30 days of the date the Contractor receives the order.

**6.7.3 Shipping.** All software, media, and documentation purchased through the contract will be shipped via first class mail, FOB final destination. The proposed discounts provided in Section 7 must include delivery costs to any state location. If expedited shipping is requested by the State, the Contractor will be allowed to add shipping costs to the order to cover additional shipping charges.

## **6.8 Reporting.**

**6.8.1** The Contractor must submit monthly reports to the State Contract Liaison detailing purchase information, license confirmation, and software support and maintenance renewal details.

**6.8.2** The State, from time to time, may request ad hoc reports from the Contractor as a part of the State's Software Asset Management Program (SAM). The State will provide the Contractor with the format and data required for input to the State's SAM tool. The State will not make unreasonable requests for ad hoc reports.

## **7. CONSIDERATION/PAYMENT**

**7.1 Payment Schedule.** In consideration for the software reseller services to be provided, the State shall pay according to the following schedule:

### **Desktop Software.**

<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Column D</b>	<b>Column E</b>
Publisher	Referenced Price List	Estimated Annual Usage (EAU)	Discount Off Referenced Price List	Evaluation Price = EAU less Discount %
Adobe	Adobe TLP 5.0 Govt Price List	\$ 20,000.00	9%	\$18,200
Blackberry CAL	Blackberry Price List – Govt	\$ 7,500.00	17%	\$ 6,225
ESET	ESET Master Price List – Govt	\$ 60,000.00	19.75%	\$48,150
Hummingbird Exceed	Channel Price List v14 Nov 2009	\$ 4,000.00	33%	\$ 2,680
Mindjet	MSRP	\$ 5,000.00	15%	\$ 4,250
Techsmith Corporation	Techsmith MSRP and Part Number List	\$ 2,500.00	22%	\$ 1,950
VMWare	VMware Official Price List	\$ 10,000.00	6.5%	\$ 9,350
Symantec	Symantec Express Govt Jan 2010 Price List	\$ 4,500.00	30%	\$ 3,150

### **Midtier/Server Software.**

<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Column D</b>	<b>Column E</b>
Publisher	Referenced Price List	Estimated Annual Usage (EAU)	Discount Off Referenced Price List	Evaluation Price = EAU less Discount %
Citrix	MSRP	\$ 65,000.00	19%	\$52,650
Quest Software	MSRP	\$ 12,000.00	27%	\$ 8,760
Red Hat Linux	MSRP	\$ 26,000.00	26.5%	\$19,110
RIM Blackberry Enterprise Server	Blackberry Price List – Govt	\$ 10,000.00	18.5%	\$ 8,150
Symantec	Symantec Express Govt Jan 2010 Price List	\$ 2,000.00	38%	\$ 1,240
VMWare	VMWare Official Price List	\$ 61,000.00	19%	\$49,410

**7.2 Withholding of Payment.** The State may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

**7.3 Purchasing Card.** The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts at the time of order placement. The State of Montana prefers this method of payment.

## **8. TERM CONTRACT REPORTING**

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

## **9. ACCESS AND RETENTION OF RECORDS**

**9.1 Access to Records.** The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

**9.2 Retention Period.** The Contractor agrees to create and retain records supporting the software reseller services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

## **10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA)

## **11. LIMITATION OF LIABILITY**

Contractor does not accept liability beyond the remedies set forth herein, including, but not limited to, any liability for product not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services and support. Except as expressly provided herein, Contractor will not be liable for any consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. The State agrees that for any liability related to the purchase of product, Contractor is not liable or responsible for any amount of damages above the amount invoiced for the applicable product. Notwithstanding anything in this agreement to the contrary, the remedies set forth in this agreement shall apply even if such remedies fail their essential purpose.

## **12. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

## **13. COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

## **14. CONTRACT OVERSIGHT**

**14.1 CIO Oversight.** The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

**14.2 Right to Assurance.** If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

**14.3 Stop Work Order.** The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the

State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

## **15. CONTRACT TERMINATION**

**15.1 Termination for Cause.** The State or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to Section 18, Event of Breach – Remedies.

**15.2 Bankruptcy or Receivership.** Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

**15.3 Non-Compliance with Department of Administration Requirements.** The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

**15.4 Reduction of Funding.** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**15.5 Termination for Convenience.** The State, by providing at least 30 days prior written notice to the Contractor, may terminate for convenience this contract and/or any active projects at any time. In the event this contract is terminated for the convenience of the State, the agency will pay for all accepted work or services performed and accepted deliverables completed in conformance with this contract up to the date of termination.

## **16. EVENT OF BREACH – REMEDIES**

**16.1 Event of Breach.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract; or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

**16.2 State's Actions in Event of Breach.** Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, 30 days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.



## 17. **WAIVER OF BREACH**

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

## 18. **STATE PERSONNEL**

**18.1 State Contract Manager.** The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

(Name): Michele Burchett  
Information Technology Services Division  
(Address): 125 North Roberts Street, Room 222B  
PO Box 200113  
(City, State, ZIP): Helena MT 59620-0113  
(Telephone #): (406) 444-0109  
(E-mail): MBurchett@mt.gov

## 19. **CONTRACTOR PERSONNEL**

**19.1 Identification/Substitution of Personnel.** The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

**19.2 Contractor Contract Manager.** The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name): Dan Sutton  
SHI International Corp.  
(Address): 33 Knightsbridge Road  
(City, State, ZIP): Piscataway NJ 08854  
(Telephone #): (800) 477-6479 x8223  
(Fax #): (732) 564-8224  
(E-mail): Daniel\_Sutton@shi.com

## **20. MEETINGS AND REPORTS**

**20.1 Technical or Contractual Problems.** The Contractor is required to meet with the State's personnel, or designated representatives, at no additional cost to the State, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

**20.2 Progress Meetings.** During the term of this contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

**20.3 Failure to Notify.** In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the State, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the State prevent such performance.

**20.4 State's Failure or Delay.** For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

## **21. CONTRACTOR PERFORMANCE ASSESSMENTS**

**21.1 Assessments.** The State may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**21.2 Record.** Completed assessments may be kept on record at the State's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

## **22. TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees.

Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

### **23. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

### **24. SCOPE, AMENDMENT, AND INTERPRETATION**

**24.1 Contract.** This contract consists of 12 numbered pages, any Attachments as required, RFP number SPB10-1788J, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) RFP number SPB10-1788J, as amended, and 5) the Contractor's RFP response, as amended.

**24.2 Entire Agreement.** These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

**25. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

**STATE OF MONTANA**  
**Department of Administration**  
**Information Technology Services Division**  
**125 North Roberts Street, Room 229**  
**PO Box 200113**  
**Helena MT 59620-0113**

**SHI INTERNATIONAL CORP.**  
**33 Knightsbridge Road**  
**Piscataway, NJ 08854**

**FEDERAL ID # 22-3009648**

BY: \_\_\_\_\_  
(Name/Title)

BY: \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Content:

\_\_\_\_\_  
Legal Counsel (Date)

Approved as to Form:

\_\_\_\_\_  
Procurement Officer (Date)  
State Procurement Bureau

Chief Information Officer Approval:

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

\_\_\_\_\_  
Chief Information Officer (Date)  
Department of Administration